



King County
Department of Development
and Environmental Services
Land Use Services Division
900 Oakesdale Avenue Southwest
Renton, Washington 98055-1219
206-296-6600 TTY 206-296-7217

**Declaration of Covenant
Regarding Use and
Maintenance of King County
Right-of-Way**

Alternative formats available
upon request

Document Title(s) (or transactions contained herein): _____

Reference Number(s) of Documents assigned or released: _____

Additional reference numbers on page _____ of document(s)

Grantor(s) (last name, first name, initials): _____

Additional names on page _____ of document(s)

Grantee(s) (last name, first name, initials): _____

Additional names on page _____ of document(s): _____

Legal description (abbreviated):

Lot: _____ Block: _____ Plat/Section: _____ Township: _____ Range: _____

Additional legal is on page _____ of document(s)

Lot: _____ Block: _____ Plat/Section: _____ Township: _____ Range: _____

Additional legal is on page _____ of document(s)

Lot: _____ Block: _____ Plat/Section: _____ Township: _____ Range: _____

Additional legal is on page _____ of document(s)

Lot: _____ Block: _____ Plat/Section: _____ Township: _____ Range: _____

Additional legal is on page _____ of document(s)

Assessor's Property Tax Parcel/Account Number(s): _____

DO NOT WRITE IN MARGINS

The Auditor/Recorder will relay on the information provided on this form. The staff will not read the attached document to verify the accuracy or completeness of the indexing information provided herein.

Check out the DDES Web site at www.metrokc.gov/ddes



King County
Department of Development
and Environmental Services
Land Use Services Division
900 Oakesdale Avenue Southwest
Renton, Washington 98055-1219
206-296-6600 TTY 206-296-7217

Declaration of Covenant Regarding Use and Maintenance of King County Right-of-Way

ROW Use Permit No. _____

To expedite the permit processing, applicant shall complete, sign, notarize, and record this form, as required in K.C.C. 14.28.060(E), before submitting to Department of Development and Environmental services.

In consideration of approval by King County of a right-of way (ROW) use permit for the use of the road ROW described below, _____,
the property owner, responsible association or organization, hereinafter referred to as owner, hereby covenant and agree as follows:

1. I/We are owner of the following described real property:
2. I/We have requested issuance of a King County right-of-way use permit to place the following improvements, _____
_____ in the road right-of-way _____
_____ *road name(s)* located at _____ (see attached sketch), which serves the above-described real property.
3. The owner of the real property described in paragraph 1 hereby acknowledges that the improvement described in paragraph 2 is located in County ROW. King County has no responsibility for the maintenance of private improvements in County ROW. Maintenance of the private improvements described in paragraph 2 shall be the responsibility of the property owner served or benefiting from the improvements.
4. No enlargement or alteration of the improvement described in paragraph 2 except routine maintenance is permitted without prior approval of King County.
5. The owner(s) of the real property described in paragraph 1 hereby hold(s) King County harmless from all improvement costs, expenses, losses and damages, including the cost of defense incurred as the result of the existence, operation or use of the improvement described in paragraph 2, until such time as the improvements are officially accepted for maintenance by King County.
6. In the event King County determines that the subject road right-of-way is needed for public purposes or has become a hazard to the safe public use of the road right-of-way, King County may order the owner of the property described in paragraph 1 to remove, repair, or alter said improvements at said property owner's expense. Said owner agrees to immediately comply with such orders.
7. In the event that King County determines that the improvements described in paragraph 2 have become a public health or safety hazard or if the owner of the real property described in paragraph 1 fail to comply with any King County order issued pursuant to paragraph 6, King County has the right to remove, repair, or alter said improvements without notice to said owner. Said owner shall compensate King County for the costs of such removal, repair or alteration.

Check out the DDES Web site at www.metrokc.gov/ddes

8. This agreement is binding upon the heirs, successors and assigns of the owner of the real property described in paragraph 1 and is a covenant running with the land.

DATED this ____ day of _____, 20____.

Owner Signatures: _____

Individual Acknowledgment:

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I, _____, Notary Public in and for the State of Washington, do hereby certify that on this ____ day of _____, 20____, personally appeared before me _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that _____ signed and same as (his/her/their) free and voluntary act and deed for the uses and purposes herein mentioned. *(circle one)*

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 20____.

Notary Public in and for the State of Washington
Residing _____

Corporate Acknowledgment:

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this ____ day of _____, 20____, before me personally appeared _____ to me known to be the _____ of the corporation that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated ___he___ authorized said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington
Residing _____